

# **BLAZIN'® CHALLENGE**

## **RELEASE OF LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT**

The undersigned (the "Participant") understands and acknowledges that participation in the Blazin' Challenge (the "Promotional Event") involves a risk of personal injury and is fully aware of the risks involved in participating in such Promotional Event. Participant acknowledges that he or she is voluntarily participating in the Promotional Event and hereby voluntarily assumes all risk of loss, damage, injury, illness, or death that may be sustained by him or her as a result of his or her participation in such Promotional Event.

In consideration for allowing Participant to participate in the Promotional Event, Participant, on his or her own behalf, and on behalf of all other persons claiming by, through or under him or her, hereby releases Buffalo Wild Wings, Inc., its subsidiaries, and, as applicable, their franchisees as well as their respective officers, directors, employees, agents, independent contractors and successors and assigns (referred to hereinafter as the "Company Parties"), from all rights, claims and actions, including claims for personal injury of a Participant, death of a Participant and/or damage to property of a Participant, arising out of the Participant's participation in the Promotional Event, whether or not said injuries, death or damage were caused by the negligence or other acts or omissions of the Company Parties.

Participant agrees for himself or herself, and for his or her heirs and legal representatives, to indemnify and hold harmless the Company Parties from and against any and all damages, actions, causes of action, claims, judgments, costs of litigation and attorney's fees which may in any way and at any time result from Participant's participation in the Promotional Event.

Participant agrees that the Company Parties have the worldwide license and right to use his or her name, voice, picture or likeness in any advertising, broadcasting or promotional material (including in-store signage) without providing further notice and without providing any financial or other compensation, and Participant hereby releases the Company Parties from any claims arising therefrom.

### **RULES FOR PARTICIPANTS**

1. The Blazin' Challenge consists of eating 12 Blazin' wings in 6 minutes or less.
2. Participants must be timed by a Buffalo Wild Wings employee.
3. Participant must remove all wing meat from the bone, with the mouth only, subject to a Buffalo Wild Wings employee's discretion.
4. Anyone who vomits during the course of the event is automatically disqualified.
5. No drinks of any kind can be consumed while participating in the Blazin' Challenge.
6. Other than the Blazin' wings, during the Blazin' Challenge, Participant cannot use any other food, including, but not limited to: celery, bleu cheese or ranch dressing..
7. Once the Blazin' Challenge is successfully completed, Participant must agree to have his or her photo taken and give permission to display on the Blazin' Wall™.
8. Upon successful completion of the Blazin' Challenge, Participant will receive the Blazin' Challenge Survivor Reward.

I agree to abide by the rules outlined above and further agree to abide by all judgments, decisions and rulings made by Buffalo Wild Wings. By signing below, I acknowledge that: (a) I am the age of majority in my state or district of residence, or (b) if not the age of majority in my state or district of residence, my parent or legal guardian has authorized my participation in the Blazin' Challenge and ratified all terms of the foregoing Release of Liability, Hold Harmless, and Indemnification Agreement, as evidenced by their signature.

**PRINTED NAME OF PARTICIPANT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_ **WITNESS:** \_\_\_\_\_

### **FOR PARENTS/LEGAL GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF PARTICIPATION)**

This is to certify that I, as parent/guardian with legal responsibility for the Participant, do consent and agree to his/her release as provided above of all the Company Parties, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Company Parties from any and all liabilities incident to my minor child's involvement or participation in the Promotional Event as provided above, even if arising from the negligence of the Company Parties, to the fullest extent permitted by law.

**PRINTED PARENT/GUARDIAN NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_ **EMERGENCY PHONE:** \_\_\_\_\_